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Subdivision Covenants and Restrictions

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RESTRICTIVE COVENANTS OF
AVON ESTATES

Stafford Development, Inc. as Owner and Developer of Avon Estates, a subdivision located within the real estate more particularly described on attached Exhibit "A"; does hereby restrict and covenant the lots of said subdivision and other areas within the boundary of said subdivision and themselves, its grantees, assigns, successors, legal representatives, and to any person, persons, corporations, banks, and association and/or anyone who may acquire title to any of said lots or other areas, as to the following terms, stipulations, conditions, restrictions, and covenants which shall apply in their entirety to all of said subdivision:

1. Definitions.

A. "Committee" shall mean the Architectural and Environmental Control Committee composed of Stafford Development, Inc. or its duly authorized representatives, all of whom shall serve without compensation for services performed as committee members. In the event of the death or resignation of any member of said committee, the remaining member or members shall have full authority to perform the duties of the committee, or to designate a representative with like authority, who must be an Owner as hereinafter defined.

B. "Owner" shall mean the person or collection of persons who has acquired or is acquiring any right, title, or interest, legal or equitable, in and to a lot or other area in this subdivision, but excluding those persons having such interest merely as security for the performance of an obligation.

C. "Developer" shall mean Stafford Development, Inc. or its assigns.

D. "Plat or Plats" shall mean the subdivision plat or plats for Avon Estates, a subdivision in the Township of Washington, Hendricks County, Indiana.

E. "Development" shall mean and refer to the residential development known as Avon Estates, which now exists or may hereafter be created within the real estate described on attached Exhibit "A" as and being the same as shall be subdivided by Plat or Plats.

F. "Development Period" shall mean and refer to the period of time during which Developer owns any one (1) Lot within the Development.

G. "Easements" shall mean and refer to certain "Drainage Easements", "Utility Easements" and "Landscaping Easements", which are referenced on the Plat.

H. "Lot" shall mean any numbered parcel of real estate shown and identified as a Lot on the Plat.

I. "Lake Area" and "Common Areas" shall mean those areas on the plat or plats marked as such or those areas other than Lots. The Lake Area and Common Areas are hereby created and reserved:

1. solely for the common visual and aesthetic enjoyment of the Owners;

2. for the use by the Developer during the Development Period for the installation of retention and detention ponds or lakes, entryways and nature areas, if any;

3. for the use as retention and detention ponds or lakes, entryways and nature areas, if any; and,

2. **Land Use.** Lots shall be used only for single-family residential purposes. No structure of any kind on said real estate shall be used for the purpose of carrying on a business, trade, or profession. Where an Owner acquires adjoining lots for the purpose of building one dwelling across the common lot line, any side lot line set back restrictions or regulations shall not apply to said common lot line. No structure shall be built across lot lines coinciding with sanitary sewer easements, drainage easements, and utility easements.

3. **Dwelling Size.** No dwelling shall be erected, altered, placed, or permitted to remain on any Lot other than a one single-family residence not to exceed two (2) stories in height. Dwellings on all lots shall have, at a minimum, attached two-car garages; the entrances of any garage shall be approved by the Committee. The ground floor area of the main structure of any one-story dwelling, excluding garages and one-story porches, shall be not less than 1600 square feet. The ground floor area of the main structure of any two-story dwelling, excluding garages and one-story porches, deck and patios shall be not less than 1200 square feet, with not less than a total of 2000 square feet of finished floor space in such two-story structures. A residence with a "bonus room" on a second story level will be treated as a multiple-story residence and shall meet all the above requirements for multiple-story residences. All dwellings must be erected in accordance with the building set back lines as designated on the Plat.

4. **Building Lines.** Front building lines are established as shown on the Plat between which lines and the property lines or the street, no structure shall be erected or maintained. Side building lines are established as shown on the Plat between which lines and the property lines or the street, no structure shall be erected or maintained.

5. **Temporary Structures.** No trailer, tent, shack, basement, garage, barn, above ground storage tank, or other outbuilding, or temporary structure shall be used for temporary residential purposes on the property, and no boat, trailer, recreational vehicle, truck larger than 3/4 ton pick-up, or camper of any kind (including, but not in limitation thereof, house trailers or mobile homes, camping trailers and boat trailers) shall be kept or parked upon said Lot except within a garage.

6. **Businesses.** No structure of any kind on said real estate shall be used for the purpose of carrying on a business, trade or profession.

7. **Architectural Design.** No building, wall, fence, or other structure shall be constructed, erected, placed, or altered in the Development until the location plan, building plans, and specifications have been first submitted to, and approved by, the Committee as to harmony with the exterior design, quality, and aesthetic appearance of structures already existing, and as to conformity with grading plans, first floor elevations, destruction of trees and other vegetation, and any other such matter as may affect the environment or ecology of the Development. Specifically, the roof pitch of all dwellings shall have a pitch of not less than 8/12. The exterior of a one-story dwelling must be entirely of brick. The ground level of a two-story dwelling shall also be entirely of brick with the second level being comprised of a wood product. No vinyl or aluminum sidings are permitted. The Committee's approval as required in these covenants shall be in writing. In the event the Committee, or its designated representative, fails to approve or disapprove any plans and specifications within fifteen (15) business days after such plans and specifications have been submitted to it, such plans shall be deemed disapproved and the provisions of this Covenant satisfied.

8. **Animals.** No animals, or poultry shall be raised, bred or kept upon any Lot except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

9. No parcel of land shall be re-divided into a smaller parcel.

10. **Construction and Repair Time.** A dwelling on each Lot shall be commenced, under a properly issued building permit, within one (1) year form the date of the deed from the Developer to the purchaser of any respective Lot. Any house, fence, water line, sewer, ditch, or any structure, once approved and under construction, must be completed one (1) year from the date construction starts.

Any structure that is externally damaged by fire, tornado or other disaster shall be repaired or removed within six (6) months of such occurrence.

11. **Utility Building and/or Barn.** There shall be no storage or utility buildings, barns or other outbuildings on any Lot within the subdivision.

12. **Signs.** The only signs permitted to be erected or displayed by lot Owners on their respective lots are: those required by law, a single sign placed by a builder or financial institution to advertise a property during the construction and sales period, a single yard sale or garage sale sign placed by the Owner no more frequently than two days twice each year, a single sign placed by an Owner to advertise the property for sale or rent or to prohibit hunting, trapping, or fishing.

13. Storage Tanks. Any gas or oil storage tanks used in connection with a Lot shall comply with the laws, rules and regulations of the Indiana State Fire Marshall, the Environmental Protection Agency, and all other relevant governmental bodies. Tanks shall be located within a garage or house such that they are completely concealed from public view.

14. Hunting and Trapping. Trapping, fishing and boating are permitted in this subdivision only for those Owners of lots contiguous to a lake. Hunting is prohibited in this subdivision for all persons.

15. Fences. Fences are permitted only in conjunction with swimming pools for the protection and safety of others. Committeee approval is required prior to erection. No fence shall extend forward of the furthest back corner of the residence. Fences located in easements are erected at the Owners' risk as such fences may be partially or completely torn down by the Owners of the easements if they interfere with installation, operation, and/or maintenance of the facilities for which the easements have been reserved.

16. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two feet (2') and six feet (6') above the roadways shall be placed, or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street line. The same sight line limitations shall apply on any Lot within ten feet (10') from the intersection of a street's property line with edge of driveway. No trees shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at such height to prevent obstruction of such sight lines.

17. Water Supply and Sewage Disposal. No private or semi-private water supply may be located upon any Lot in the Development which is not in compliance with regulations or procedures as provided by the Indiana State Board of Health, or other civil authority having jurisdiction. No septic tank, absorption field, or other similar method of sewage disposal shall be located or constructed on any Lot.

18. Vehicle Parking. No vehicle of more than 3/4 ton hauling capacity shall be parked on any homesite except while making a delivery or pickup. No car, boat, truck, motor home or trailer that is not in operational condition and bearing the current year's license plate shall be permitted to remain on any homesite unless kept within a garage. No vehicle of any kind shall park on any road in this subdivision for more than twenty-four (24) hours.

19. Landscaping. The Lot Owner shall landscape the lot within sixty (60) days following completion of house thereon, weather permitting.

20. Maintenance of Lots and Improvements. Each Lot Owner shall at all times maintain the Lot and any improvements thereon to prevent the same from becoming unsightly by removing all debris, rubbish, dead trees, and other materials or conditions that reasonably tend to detract from or diminish the aesthetic appearance of the subdivision, and by keeping the

exterior of all improvements in a good state of repair. No Lots shall be used or maintained as a dumping ground for rubbish, garbage or other waste, and the same shall not be kept, except in sanitary containers out of view from the street, except on days of collection. There shall be no use of exterior or outside incinerators or burners for the burning of trash. All Lots, whether improved or not, shall be mowed by the Owner of a Lot, other than Developer, a minimum of once per month during the months of April through October.

21. **Nuisances.** No noxious or offensive activity shall be carried out or allowed to be carried out on any lot, nor shall anything be done or allowed to be done thereon which may become or be an annoyance or nuisance to the residents of the Development.

22. **Basements.** Basements may be constructed in this subdivision but pump ejector systems for withdrawing wastewater from basement facilities, as well as other pumps for foundation drains, may be required.

23. **Driveways.** Residential driveways shall be constructed of portland cement concrete. Pavements shall be a minimum of four inches (4") thick excluding sub-base material. The driveway shall be completed not later than the completion of the construction of the dwelling.

24. **Swimming Pools.** No swimming pools where the water level is either partially or completely above ground level shall be permitted. Any in-ground swimming pool shall be properly fenced so as to protect the safety of others. Prior to erection, such fence shall be approved by the Committee.

25. **Crawl Space and Foundation Drains.** No crawl spaces, eaves troughs, gutters, downspouts, or foundation drains shall be constructed so as to discharge water onto a street. Crawl space drains, foundation drains and basement drains intercepting and carrying only excess ground water may connect to subsurface drains already in place for that purpose. Should any subsurface drain become blocked, partially blocked, or damaged with resulting damage to another lot Owner and/or to the drainage system of any street, the Owner causing said blocking and/or damage shall be liable for all damages t othe injured party or parties, the Developer, or Hendrick County, and shall hold all contractors, engineers, developers, other lot Owners, and said county harmless from any liability.

26. **Exterior Antennas and Satellite Dishes.** No television or radio antennas, satellite dishes or similar devices for television, radio and/or telephone reception or transmission may be erected by any Lot Owner on the exterior of a residential dwelling structure in the Development unless located behind residences and then only if approved beforehand in each instance by the Committee as to location and design. However, inside attic antennas and cable service are acceptable without Committee approval.

27. **Sidewalks.** Concrete sidewalks with a minimum of four feet (4') shall be constructed on each side of the street. Lot Owners shall be responsible for the cost of constructing and maintaining the sidewalks on their respective Lots. Sidewalks shall be installed

at the time of construction of any residential dwelling, and shall be completed prior to occupancy of such dwelling; provided, however, that in no event shall a sidewalk be completed any later than one (1) year from the date an Owner first purchases a Lot from the Developer, even if construction of such residential dwelling has not commenced or is only partially complete as of such date. All sidewalks must be constructed in accordance with the Committee's specifications. Lot Owners shall keep sidewalks on their respective Lots free of snow and cleared of debris.

28. Gazebos. Free standing gazebos are permitted if design and location is approved by the Architectural Committee.

29. Mail Boxes. Size, location, lighting, height, color, and composition of every mailbox shall be approved by the Committee prior to installation and shall conform to specifications set forth by the United States Postal Service and/or Postmaster General.

30. Tennis Courts, Racquetball Courts, Paddle Ball Courts, etc. Construction of tennis courts, racquetball courts, paddle ball courts, squash courts, etc. are required to be approved by Committee prior to commencement of any construction work related thereto. Lighted courts are not permitted. An application to the Committee for the construction of a racquet sport court shall be accompanied by an application for an acceptable fence design.

31. Retaining Walls. Approval of the Committee shall be required prior to installation of any retaining wall. Retaining walls which divert ground water onto adjoining properties or which otherwise substantially change the existing drainage pattern are not permitted.

32. Play Equipment. Children's play equipment, including but not limited to sandboxes, temporary swimming pools having a depth of less than twenty-four inches (24"), swing and slide sets, playhouses and tents shall be permitted without prior approval of the Committee, provided, however, that such equipment shall not be more than eight feet (8') high, shall be in good repair (including paint) and every reasonable effort shall have been made to screen or shield such equipment from view. With respect to equipment higher than eight feet (8'), prior approval by the Committee of the design, location, color, material and use shall be required.

33. Clothes Lines. Collapsible and removable clothes lines will be permitted by the Committee, but permanent clothes lines will not be approved by the Committee.

34. Garbage and Other Refuse. No Owners of a Lot in the Development shall burn or permit the burning out of doors of leaves, garbage or other refuse, nor shall any Owner accumulate or permit the accumulation of out of doors of such refuse on his Lot except as may be permitted in Paragraph 35, below. All residential dwelling structures built in the Development shall be equipped with a suitable garbage can or container.

35. Trash Receptacles. Every outdoor can or container for ashes, trash, rubbish or garbage shall be so placed and kept as not to be visible from any street within the Development,

except at the times when refuse collections are being made. Every such can or container shall be secured so as to prevent entry by insects and animals.

36. Gardens. No garden shall extend in front of the back of the house.

37. Ditches and Swales. It shall be the duty of every Owner of every Lot in the Development on which any part of any open storm drainage ditch or swale is situated to keep such portion thereof as may be situated upon his Lot continuously unobstructed and in good repair, and to provide for the installation of such culverts upon said Lot as may be reasonable or necessary to accomplish the purpose of this subsection.

38. Rules Governing Building on Several Contiguous Lots Having One Owner. Whenever two or more contiguous Lots in the Development shall be owned by the same person, and such Owner shall desire to use two or more of the said Lots as a site for a single-dwelling residential structure, such Lot Owner shall apply in writing to the Committee for permission to so used said Lots. If permission for such a use shall be granted, the Lots constituting the site for such single-dwelling house shall be treated as a single Lot for the purpose of applying these Restrictions to said Lots, so long as the Lots remain improved with a one-single dwelling residential structure. However, no such combination of Lots shall, by itself, reduce any member's vote with the Association (i.e., each Owner will still have one vote for each Lot owned).

39. Blanket Easement. Each Lot shall henceforth be encumbered by a blanket temporary easement for the purpose of installation, maintenance and upkeep of the drainage ways and sub-surface drains of the drive, with this blanket temporary easement being supplementary to the easements depicted on the plat of Avon Estates.

40. Access to Lake. No Owner, other than Owners of lots contiguous to the lake, shall have access or rights, riparian or otherwise to the lake. Each Owner of a lot which is contiguous to a lake has equal rights and privileges of use with all other such Owners.

41. Improvements in Lake or Lake Area. There shall be no fences, piers, decks or other structures or improvements made within the lake or lake area without approval of the Committee.

42. Maintenace of Lake and Lake Area. The boundary lines on either side of the lots contiguous to the lake extend to the center of the lake. Each Owner of such a lot is responsible for maintaining his respective portion of lake frontage. Maintenance of each lake shall be borne by those Owners of each respective lake. Such maintenance shall require written consent from a majority of the Owners of each respective lake. In the event any Owner fails to pay its pro-rata share of any such maintenance, the Owners may bring an action for collection of such expense, plus attorney fees and costs of such action.

42. **Street Lights at Intersections.** Developer may install street lights at any intersection and may transfer said light and obligations to the Association.

43. **Street Address.** The designation of a street address for any dwelling, including location, style, color and material shall be approved by the Committee. The Committee requires the street address of each dwelling to be carved in stone and located on the exterior of each dwelling.

44. **Builders.** Construction of dwellings within the Development are limited to those approved by the Committee.

45. **Dedicated Easements.** Each Owner of a lot in the Development will take his title subject to the rights of utility companies, the Developer, Hendricks County, the Committee, and the other lot Owners in those certain strips or areas of ground designated "utility easement" and "drainage easement" as each appears on the Plat. Nor permanent or other structures may occupy said easements excepting fences and the facilities for which the easments are reserved. Any structure erected within such an easement may be removed by the easement holder(at the lot Owners' expense) in necessary to the proper operation and maintenance of the facilities for which the easement is reserved. No facility shall occupy any easement in a position that will obstruct a property line or corner.

46. **Improvement Location Permit.** In addition to the approval of the committee prior to construction of a dwelling, lot Owners must obtain an Improvement Location Permit from the Hendricks County Plan Commission before any structure, improvement, or land use may be altered, changed, placed, erected, or located in the Development.

47. **Enforcement.** Any Owner of any Lot or Lots in this subdivision may initiate any proceeding at law or equity against any person or persons violating or attempting to violate any covenant herein. The successful party to any such action shall recover attorney fees and costs incurred in such action. A violation of any restriction herein will not result in reversion or forfeiture of title.

If any Owner of a Lot in this subdivision shall fail to maintain his Lot and/or any improvements situated thereon, or to keep sight distances or to construct and/or maintain sidewalks in accordance with these restrictive covenants, the Committee shall have the right, but not the obligation, by and through its agents and employees or contractors, to enter upon said Lot and repair, mow, clean, or perform such other acts as may reasonable or necessary to make said Lot, and/or any improvements situated thereon, conform to the requirements of these restrictions. The cost thereof to the Committee shall be collected in any reasonable manner from the Owner. Neither the Committee nor any of its agents, employees, or contractors shall be liable for any damage that may result from any maintenance or other work performed hereunder. Any fine so assessed against any Lot, together with interest and other charges or costs as hereinafter provided, shall become and remain a lien upon that Lot subordinate only to the lien of a first mortgage until paid in full, and shall also be a personal obligation of the Owner or

Owners of that Lot. Such charge shall bear interest at the rate of eighteen percent (18%) per annum until paid in full. If, in the opinion of the committee, such charge has remained due and payable for an unreasonable long period of time, the committee may institute such procedures, either at law or in equity, by foreclosure or otherwise, to collect the amount owed, in any court of competent jurisdiction. The Owner of the Lot or Lots subject to the charge shall, in addition to the amount of the charge due at the time legal action is instituted, be obligated to pay any expenses or costs, including attorney's fees, incurred by the committee in collecting the same. Every Owner of a Lot in this subdivision, and any person who may acquire any interest in such Lot, whether as an Owner or otherwise, is hereby notified, and by acquisition of such interest agrees, that any such liens which may exist upon said Lot at the time of the acquisition of such interest are valid liens and shall be paid. Every person who shall become an Owner of a Lot in this subdivision is hereby notified that by the act of acquiring, making such purchase, or acquiring such title, such person shall be conclusively held to have covenanted to pay all fines that shall be made pursuant to this paragraph.

48. **Term.** These covenants will run with the land and shall be binding on all parties, and all persons claiming under them, for a period of twenty-five (25) years from the date these covenants are recorded, after which twenty-five (25) years they shall be automatically extended for successive ten (10) year periods, unless an instrument signed by a majority of the Lot Owners has been recorded agreeing to change said covenants in whole or in part.

49. **Severability.** Invalidation of any one of these covenants by court order shall not affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS THEREOF, the said party as developers of the above described subdivision has hereunto set its hands and seals this _____ day of _____, 1994.

AVON ESTATES

STAFFORD DEVELOPMENT, INC.

ATTEST:

By_____
SIGNATURE

_____
PRINTED

_____
TITLE

By_____
SIGNATURE

_____
PRINTED

_____
TITLE

STATE OF INDIANA)
) SS:
HENDRICKS COUNTY)

Before me, a Notary Public in and for said County and State, personally appeared _____, the _____ and _____, the _____ of Stafford Development, Inc. who acknowledged the execution of the foregoing Restrictive Covenants of Avon Estates, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this _____ day of _____, 1994.

_____
Notary Public

_____
Printed

Resident of _____ County, Indiana.

My Commission Expires:

_____

This instrument was prepared by Lee T. Comer, Attorney-at-Law, 71 West Marion Street, P.O. Box 207, Danville, Indiana 46122, telephone: (317) 745-4300.